

**ADDENDUM NO. 1
AMENDING SHARE PURCHASE AGREEMENT**

This Amendment No. 1 made as of the 1st day of November, 2018 (the "**Amendment**")

BETWEEN:

DENNIS RIETVINK HOLDING B.V., DOUWE VAN DE VOORT HOLDING B.V., AMSTERDAMPARK CAPITAL PARTNERS VENTURE FUND B.V., STEFANIE RICHEIMER HOLDING B.V., DIANA JEANETTE KRIEGER B.V., RICHARD BELLUZZO (the "**Vendors**")

AND

MARTELLO TECHNOLOGIES CORPORATION
a corporation incorporated pursuant to the laws of Canada (the "**Purchaser**", and together with the Vendors, the "**Parties**", and each, a "**Party**")

WHEREAS the Parties have entered into a Share Purchase Agreement dated October 15, 2018 (the "**Existing Agreement**");

AND WHEREAS the Parties hereto desire to amend the Existing Agreement on the terms and subject to the conditions set forth herein;

AND WHEREAS pursuant to Section 9.09 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) The amount of \$ 3,734,503.58 in the definition of Closing Amount in Article 1 of the Existing Agreement is hereby deleted and replaced by the amount of \$ 3,628,083.36.
 - (b) The ECP Adjustment amount of \$ 252,731.58 in section 2.04 of the Existing Agreement is hereby deleted and replaced by the amount of \$ 359,151.80.
 - (c) Schedule 2.02 – "Purchase Price" of the Existing Agreement is hereby amended and replaced in full by the Amended Schedule 2.02 attached hereto as Annex 1.

- (d) Closing Date. Section 2.05 of the Existing Agreement is hereby amended as follows:
- (i) The words “to be held on the last day of the month” shall be deleted and replaced by “to be held on the 1st day of November, 2018”.
3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or of any other Transaction Document or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
- (a) It has all necessary power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
- (b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
- (c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
5. Miscellaneous
- (a) This Amendment is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- (b) This Amendment is binding upon and shall enure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

- (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

DENNIS RIETVINK HOLDING B.V.

DIANA JEANETTE KRIEGER B.V.

By: */s/ D. Rietvink*
Name: D. Rietvink
Title: Director

By: */s/ D.J. Krieger*
Name: D.J. Krieger
Title: Director

**DOUWE VAN DE VOORT HOLDING
B.V.**

RICHARD ERNEST BELLUZZO

By: */s/ D. van de Voort*
Name: D. van de Voort
Title: Director

By: */s/ R. E. Belluzzo*
Name: R.E. Belluzzo

**STEFANIE RICHEIMER HOLDING
B.V.**

**MARTELLO TECHNOLOGIES
CORPORATION**

By: */s/ S. Richheimer*
Name: S. Richheimer
Title: Director

By: */s/ Erin Crowe*
Name: Erin Crowe
Title: CFO

**AMSTERDAM PARK CAPITAL
PARTNERS VENTURE FUND B.V.**

By: */s/ S. Richheimer*
Name: S. Richheimer
Title: Director

By: */s/ G. Richheimer*
Name: G. Richheimer
Title: Director

Annex 1
Schedule 2.02

[Redacted: Personal information and confidential business information]